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*Attorneys for Defendant The Bank of
Oswego*

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

(Portland Division)

DAN HEINE, an individual,

Plaintiff,

v.

THE BANK OF OSWEGO, an Oregon
corporation,

Defendant.

Civil No. 3:15-cv-01622-SI

AGREEMENT AND STIPULATION

WHEREAS, the parties to this matter, plaintiff Dan Heine (“Plaintiff” or “Mr. Heine”) and defendant The Bank of Oswego (“Defendant” or the “Bank”) (collectively, the “Parties”) are scheduled to conduct a bench trial in this action, beginning on November 3, 2015, before United States District Court Judge Michael Simon; and

WHEREAS, the Parties have determined that it is in their mutual interests to conduct the trial in as efficient a manner as possible;

NOW, THEREFORE, for an in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby stipulate and agree as follows:

1. The Declaration of Stephen G. Andrews, attached hereto as Exhibit A, may be received in evidence at trial without objection, except that the Parties may argue relevance and the weight of the evidence.

2. The Declaration of Dan Heine, attached hereto as Exhibit B, may be received in evidence at trial without objection, except that the Parties may argue relevance and the weight of the evidence.

3. Neither party shall call any witness to testify at trial but agree to make their expert witnesses available to testify at trial if the Court requests expert testimony in addition to the submitted expert reports.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

4. The signature page of this Agreement and Stipulation may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IT IS SO STIPULATED:

DATED: October 30, 2015

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Attorneys for Plaintiff Dan Heine

DATED: October 30, 2015

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*Attorneys for Defendant The Bank of
Oswego*

SO ORDERED:

The Honorable Michael H. Simon
United States District Court Judge

DATE